

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION
UNIT PRICE MAINTENANCE AND REPAIR
OF EMERGENCY MANAGEMENT SIRENS**

DATE: October 18, 2004

CONTRACT PERIOD: Dec.1,2004 thru Nov.30,2007

CONTRACTOR: Schmader Electric Const.Co., Inc.
340 E. Elk Street
West Point, NE 68788

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Dale Schmader
Telephone No.: 402-372-2474
FAX No.:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER ATTACHED PROPOSAL AGREEMENT AND LABOR RATES

Master Electrician	@	\$50.00/Hr.
Journeyman Electrician	@	\$45.00/Hr.
Electrician's Apprentice	@	\$35.00/Hr.
Laborer	@	\$30.00/Hr.

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

LANCASTER COUNTY

UNIT PRICE AGREEMENT FOR EMERGENCY SIREN MAINTENANCE & REPAIR SERVICES

Public File/
Co. Clerk

FILED

10 pages
C-02-38
JAN 25 2002

LANCASTER COUNTY CLERK

THIS CONTRACT, is made and entered into this 29 day of January, 200², by and between Schmaeder Electric Const. Co., hereinafter referred to as "Contractor"; and Lancaster County Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish to engage a reputable Contractor to provide routine maintenance and repair of our emergency siren network within Lancaster County, in accordance with the terms and conditions herein to ensure our emergency sirens are reliable and in good repair; and

WHEREAS, Contractor, having full knowledge of our siren network, desires to perform said maintenance and repair services for the Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners has determined and declared the Contractor to be knowledgeable and capable of providing said maintenance and repair services for the unit prices named in the Contractor's proposal, a **copy of which unit price proposal is attached hereto and made a part of this Contract.**

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said maintenance and repair services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.

- A. The Contractor agrees to provide the above referenced maintenance and repair services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
- B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract (3 years).

2. Term. The initial term of this Contract will be for a period of three (3) years from the 1st day of December, 2001, through the 30th day of November, 2004, with an option by the Owners to renew the Contract for one additional three-year term upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Amount of Work.

- A. No minimum amount of work is guaranteed by the Owners to the Contractor by virtue of this Agreement.
- B. In the event that any single project for the above referenced maintenance and repair services exceeds the sum of Four Thousand Dollars (\$4,000), it is understood that

the Owners will undertake a separate bid process for such project (as per State Statutes, any repair or maintenance over \$4,000 must be bid separately).

4. Termination.

- A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the maintenance and repair services in accordance with the terms and conditions contained herein.
- B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. General Conditions. The City of Lincoln General Conditions, Reissued March 5, 1999, attached; and the Lancaster County Specifications For Construction are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular maintenance and repair services to be provided pursuant to this Contract.

6. Non-Discrimination. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

7. Drug Free Workplace. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.

8. Agreement Documents. The Agreement Documents comprising this Contract shall consist of the following: Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.

9. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. Insurance. The Contractor shall provide insurance in accordance with the County's standard insurance clause to be used for all County contracts which is hereby made a part of this Agreement.

11. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.
12. Applicable Laws and Permits. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
13. Owners's Representatives. County Emergency Management Director, or his/her designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Agreement.
14. Warranty. Maintenance and repair services performed by Contractor pursuant to the terms of this Contract shall be subject to a one-year warranty for materials and workmanship.
15. Exempt Sales Certificate. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
16. Quotations for Individual Unit Price Projects
 - A. Quotations for work other than the routine preventative maintenance shall be written on the Contractors Price Quotation Form, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
17. Notice to Proceed.
 - A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.

18. Invoices.

- A. All invoices for maintenance and repair services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- B. Each project shall be invoiced separately.
- C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

19. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

20. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

21. Obligations. Contractor agrees to fulfill and perform all obligations contained in the Contract Documents.

Dated this 29 day of January, 2007.

Lancaster County, Nebraska

Contract Approved as to Form:

David W. Johnson
for Lancaster County Attorney

County of Lancaster, Nebraska

Bob Anderson
Chairperson, Board of Commissioners

Contractor

Schmader Electric Const Co Inc
Company Name

340 E ELK ST
Street Address

West Point, NE 68788
City State Zip Code

(402) 372-2474
Telephone Number(s)

By: Dale Schmader

Dale Schmader
Name (Print)

Dale Schmader
Signature

Pres
Title

**PROPOSAL FOR
UNIT PRICE MAINTENANCE AND REPAIR
OF EMERGENCY MANAGEMENT SIRENS**

I/We the undersigned, having read the attached contract terms and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis (see attached "Siren Replacement Schedule", for locations and details).

Prices are to be held for three years:

- A. **LABOR RATES:** Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1. Master Electrician \$ \$ 50 per hour
A.2. Journeyman Electrician \$ \$ 45 per hour
A.3. Electrician's Apprentice \$ \$ 35 per hour
A.4. Laborer \$ \$ 30 per hour

- B. **MATERIAL:** Invoice cost of materials including associated freight.

- C. **EQUIPMENT:** Shall be a lump sum not to exceed price, be job specific and be agreed to by the department/agency representative at the start of each individual job.

- D. **OVERHEAD AND PROFIT:**

D.1. Overhead and profit of Item B (Material) excluding freight As per agreed with Emergency Management
D.2. Overhead and profit of Item C (Equipment) _____ %
D.3. Overhead and profit of all subcontractor costs _____ %

Schmader Electric Const Co Inc
COMPANY NAME

340 E ELK ST
STREET ADDRESS or P.O. BOX

WEST POINT, NE 68788
CITY, STATE ZIP CODE

(402) 372-2474
TELEPHONE

Dale Schmader
BY (Signature)

Dale Schmader
(Print Name)

President
(Title)

1/22/02
(Date)

SIREN REPLACEMENT SCHEDULE

-LANCASTER COUNTY-

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2001-2002	Lincoln Mutual	T-Bolt	1958	4200'	Denton	3T22	2000'	Pawnee Lake
" "	Southeast High	T-Bolt	1958	4200'	Firth	3T22	2000'	Wagon Train
" "	Goodyear Rec	T-Bolt	1959	4200'	Hallam	3T22	2000'	Stagecoach Lake

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2002-2003	Pius X	T-Bolt	1959	4200'	Hickman	3T22	2000'	Olive Creek
" "	Meadow Lane	T-Bolt	1960	4200'	Panama	3T22	2000'	Blue Stem
" "	Culler	T-Bolt	1962	4200'	Raymond	3T22	2000'	Yankee Hill

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2003-2004	Huntington	T-Bolt	1962	4200'	Roca	3T22	2000'	Conastoga
" "	Dept of Roads	T-Bolt	1962	4200'	Sprague	3T22	2000'	Wildwood
" "	Vets Hospital	T-Bolt	1962	4200'	Emerald	2T22	2000'	

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2004-2005	Lakeview	T-Bolt	1973	4200'	Holland	2T22	2000'	
" "	Pound	T-Bolt	1973	4200'	Agnew	M2	2000'	
" "	Arnold	T-Bolt	1980	4200'	Kramer	M2	2000'	

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2005-2006	Holmes Park	T-Bolt	1980	4200'	Martell	M2	2000'	
" "	Station #12	T-Bolt	1980	4200'	Prairie Home	M2	2000'	
" "	Pine Lake	T-Bolt	1980	4200'	Princeton	M2	2000'	

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2006-2007	Randolph	T-Bolt	1980	4200'	Cheney	2T22	2000'	
" "	Skelgas	T-Bolt	1980	4200'	Martell	M2	2000'	
" "	Water Dept	T-Bolt	1980	4200'	Rokeby	M2	2000'	

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2007-2008	West Lincoln	T-Bolt	1980	4200'				
" "	West Rose	T-Bolt	1980	4200'				
" "	Yankee Hill	T-Bolt	1980	4200'				

Fiscal Year	Present Location	Type	Date Installed	Effective Range	Destination	Type	Effective Range	Final Location
2008-2009	Fredstrom	T-Bolt	1981	4200'				
" "	Autumn Wood	T-Bolt	1984	4200'				
" "	High Mark	T-Bolt	1984	4200'				

**SPECIAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS
PURCHASING DIVISION
LANCASTER COUNTY, NEBRASKA**

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the Doug Ahlberg, Emergency Mgt. Coordinator or by or through that person's duly authorized assistants.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at (402) 441-7407 to arrange such site inspection.

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

6. UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due

under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: ☒ YES ☐ NO.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Lancaster County will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.
- 20.2 Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.
- 20.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 20.4 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT: UP TO AND		LIQUIDATED
DAMAGES		
<u>MORE THAN</u>	<u>INCLUDING</u>	<u>PER WORK DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.5 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

22. LAWS

- 22.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MAINTENANCE & REPAIR OF EMERGENCY MANAGEMENT SIRENS

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Electrician			
Journeyman Electrician			
Electrician's Apprentince			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____

BY: _____

ADDRESS: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____